

# MISCELLANEOUS RECORD No. 36

WFO. BY OMAHA PRINTING CO. OMAHA 11270



Subscribed and sworn to before me by said Donald Macrae Jr., this 8<sup>th</sup> day of December, 1913.

William S. Cooper  
Notary Public in and for Pottawattamie County, Iowa.

State of Nebraska )  
Douglas County. ) Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 15th day of August, A. D. 1916, at 4.15 o'clock P. M.

Harry Pearce,  
Register of Deeds,

Compared by  
M.P.

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1. Copy of Ordinance }  
City of Omaha, ✓ }  
To }  
Whom it may concern. }

ORDINANCE NO. 9345 \*

An ordinance fixing and establishing exclusions and restrictions upon certain private property and lands abutting upon Thirty Second Street from Woolworth Avenue to Pacific Street in the City of Omaha: And abating the owners' right to use such property within such restrictions and exclusions.

Whereas, a proper petition has heretofore been filed as required by law, asking for the establishing and fixing of certain restrictions and exclusions upon property along 32nd Street, from Woolworth Avenue to Pacific Street, in the City of Omaha, and

Whereas, all the proceedings required to be taken under Chapter 213 of the Laws of the 34 Session of the Nebraska Legislature have been complied with, and the City Council of the City of Omaha, has found and hereby finds such to be the fact, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That there is hereby fixed and established restrictions upon the tracts and parcels of land abutting upon 32nd Street from Woolworth Avenue to Pacific Street, in the City of Omaha, as follows: Prohibiting and excluding the carrying on of any business, vocation or vocations, and the erection and maintenance of any factory store or business house, theatre building or moving picture house, upon and from <sup>the</sup> lots, tracts and parcels of land described as follows:

Lots 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 6 Hanscom Place;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block 7, Hanscom Place;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 8, Hanscom Place;

Lots 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 9, Hanscom Place;

Lot 1, E.S. Dundy Jr. Subdivision;

All of said lots, tracts and parcels of land being situate in the City of Omaha, Douglas County, Nebraska.

And the owners' right to use said property within said restrictions is hereby abated and foreclosed.

Section 2. That the City Clerk is hereby directed to file a copy of this ordinance with the Register of Deeds of Douglas County, Nebraska, and to cause a copy of said Ordinance to be filed with the building department of the City of Omaha, and the Building Department is hereby directed to file the same and keep a public record thereof in the office of said department.

Section 3. This ordinance shall take effect and be in force from and after fifteen days after its passage.

Passed: August 15th, 1916

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MISCELLANEOUS RECORD No. 36

REC. BY - OMAHA PRINTING CO. - OMAHA 112720

(S E.A L)

James C. Dahlman,
Mayor and President of City Council
Attest: T. J. O'Connor
City Clerk

State of Nebraska }
Douglas County. } Entered on Numerical Index and filed for Record in the
Register of Deeds Office of said County, the 17th day
of August, A. D. 1916, at 4.10 o'clock P. M.

Harry Pearce,
Register of Deeds.

Compared by,

M&P

2.Exch'g of Property Contract)

Caro L. Carson

&

Sarah D. Patton.

THIS AGREEMENT made and entered into this 22 day
of May, 1916, between Caro L. Carson party of the first part,
and Sarah D. Patton, party of the second part.

WITNESSETH:- That the said party of the first part, agrees to sell and convey to party of
the second part, for the consideration hereinafter mentioned, the following described real estate
situated in County of Douglas, State of Nebr. to-wit: North 1/3 of lots 1 and 2, Block 14,
Walnut Hill Addition to the City of Omaha. House & lot at 1124 No. 40" Street subject to balance
in Conservative S & Loan Assn but not to exceed \$2300.00. Also a strip 20 ft wide clear in rear
of above. First party agrees to pay 2d party \$1100 cash providing she can borrow \$1500 on 2d
partys property; If she cannot borrow that much she will pay her \$900 cash and \$200.00 on or
before 3 yrs.

The said party of the second part agrees to purchase said real estate from the party of the
first part and to pay him therefor the cash sum of \$1.00, receipt of which is hereby acknowledged
and to convey to said party of the first part the following described real estate situated in the
County of Douglas, State of Nebr. to-wit: House & Lot at 2629 Caldwell St clear of encumbrance
being lot six, block 15, Shinn's Addition to City of Omaha. Each party pays her own taxes.

It is mutually agreed that good and sufficient Warranty Deeds and abstracts are to be
exchanged and delivered after abstracts of title shall have been exchanged and examined, showing
good and merchantable titles.

It is further and mutually agreed that both parties sign this contract upon their own
investigation and not upon any representation of Shopen & Company, Agents, who are the mutual brokers
of both parties and depending upon the same source for their information, which is a mere sugges-
tion to be verified by such respective parties.

IN WITNESS WHEREOF the said parties hereunto set their hands the day and year above written.

William Sternberg,

Witness:

Caro L. Carson,

First party

Sarah D. Patton,

Second Party,

State of Nebraska)

Douglas County. }

Entered on Numerical Index and filed for Record in the
Register of Deeds Office of said County, the 17th day
of August, A. D. 1916, at 4.20 o'clock P. M.

Harry Pearce,

Register of Deeds.

Compared by T&O